

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

UNITED STATES OF AMERICA

Criminal No: 2:24-cr-764

v.

**PLEA AGREEMENT**

**IBRAHIM FATHY SHEDID**

**General Provisions**

This PLEA AGREEMENT is made this 26th day of September 2024 between the United States of America, as represented by United States Attorney ADAIR F. BOROUGHS, Assistant United States Attorney Amy F. Bower; the Defendant, **IBRAHIM FATHY SHEDID**, and Defendant's attorney, Paul Thurmond.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to plead guilty to Count 1 of the Information now pending, which charges "Conspiracy to Traffic Counterfeit Goods," a violation of Title 18, U.S.C. § 371.

In order to sustain its burden of proof, the Government is required to prove the following:

**Count One**

- A. The Defendant agreed to do something which federal law prohibits; here, the trafficking of counterfeit pharmaceuticals;
- B. The Defendant knew of the conspiracy and willfully joined the conspiracy; and
- C. At some time during the existence of the conspiracy, in the District of South Carolina, one of the members of the conspiracy performed the overt acts charged in the Information to accomplish the object and purpose of the agreement.

The penalty for this offense is:

Up to five years in prison, a fine of \$250,000.00, up to three years supervised release, and special assessment of \$100.

2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines and other payments required under the sentence] imposed by the Court are due and payable immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 U.S.C. § 3613. In the event the Court imposes a schedule for payment of restitution, the Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the Government from seeking to enforce the judgment against other assets of the Defendant at any time, as provided in 18 U.S.C. §§ 3612, 3613 and 3664(m), and 2259(b)(2).

The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

- A. Special Assessment: Pursuant to 18 U.S.C. § 3013, the Defendant must pay a special assessment of \$100.00 for each felony count for which she/he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing, or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.
- B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by his/her scheme or pattern of criminal activity,

pursuant to 18 U.S.C. §§ 2259, 3663, 3663A, and 3664. The Defendant agrees to cooperate fully with the Government in identifying all victims. Upon demand, the Defendant shall submit a personal financial statement under oath and submit to interviews by the Government and the U.S. Probation Office regarding the Defendant's capacity to satisfy any fines or restitution. The Defendant expressly authorizes the U.S. Attorney's Office to immediately obtain a credit report on the Defendant in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. The Defendant understands that the Defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.

3. The Defendant understands that the Court may consider uncharged conduct as relevant conduct pursuant to §1B1.3 of the United States Sentencing Commission Guidelines.
4. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his/her plea of guilty to the offense(s) enumerated herein.



**Merger and Other Provisions**

5. The Defendant represents to the Court that she/he has met with his/her attorney on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his/her attorney and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his/her attorney have discussed possible defenses, if any, to the charges in the Indictment including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the Government's witnesses, the Defendant's right to testify in his/her own behalf, or to remain silent and have no adverse inferences drawn from his/her silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.
6. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that affect the Defendant's sentence. This

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Agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. § 3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.

7. The Defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.
8. The parties hereby agree that this Plea Agreement, together with any written provisions disclosed during the Rule 11 plea hearing in accordance with Fed. R. Crim. P. 11(c)(2), contain the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction in this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void

9-24-24

Date



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IBRAHIM FATHY SHEDID  
DEFENDANT9-24-24

Date



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PAUL THURMOND  
ATTORNEY FOR THE DEFENDANTADAIR F. BOROUGHS  
UNITED STATES ATTORNEY**AMY BOWER**Digitally signed by AMY BOWER  
Date: 2024.09.26 16:14:53 -04'00'

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Date

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AMY F. BOWER  
ASSISTANT UNITED STATES ATTORNEY

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ATTACHMENT A

- 1) FPF 2024160100002301: (Search Warrant of Big Boss Puff Stuff)
  - a. 001- US Currency (\$1,526.00)
  - b. 002- Misc Documents
  - c. 003- Scale
  - d. 004- Man King- 40,000 each
  - e. 005- Royal Honey- Black (Sachets)- 39 each
  - f. 006- Royal Honey- Gold (Sachets)- 9 each
  - g. 007- Royal Honey- Gold (Pouches)- 9 each
  - h. 008- Viagra- 720 each (24 bottles)
  - i. 009- V12- 6 each
  - j. 010- Dell laptop with charger
  - k. 011- Black iPhone S/N: FFXKQS45N72J
  - l. 012- Gray iPhone S/N: G6TZQAGVN70G
- 2) FPF 2024160100002201: (Seizure of 19 UPS Boxes)
  - a. Counterfeit Viagra- 282,030 pills (9401 Bottles)
- 3) FPF 2024160100002601: (Seizure of 1 UPS Box)
  - a. Counterfeit Viagra- 15120 pills (504 Bottles)
- 4) FPF 2024160100005201: (1 Ibrahim Shedid cellphone)
- 5) FPF 2024160100003801: (Search Warrant of Storage Unit)
  - a. Counterfeit Viagra- 8190 pills (273 bottles)
  - b. V12- 3,864 each
  - c. Black Ant King- 20, 620 each
  - d. Tiger King (pills)- 7,510 each
  - e. Tiger King (cream)- 585 each
  - f. Man King- 40 each
  - g. Miscellaneous bag of pills- 1.4kgs
- 6) FPF 2024160100003901- (Search Warrant at A2Z Warehouse)
  - a. 002- LG cell phone S/N: LGE LM-Q730
  - b. 003- Dell Inspiron 3670 Desktop S/N: EA84A66B
  - c. 004- Portable storage devices
    - i. Sandisk (S/N: 24B8E174)
    - ii. Blue SD (S/N: BE820E13)
    - iii. PNY (S/N: SE31EEF9)
  - d. 005- Miscellaneous Documents

## Attachment A

- e. Counterfeit Sports Clothing
  - i. NFL Headgear- 17 each
  - ii. NBA Headgear- 39 each
  - iii. NFL Socks- 711 pair

- f. Seized products set forth in chart:

<b>Product Seized</b>	<b>Rep Sample</b>	<b>Bulk</b>	<b>Total</b>
Royal Honey VIP	12	22608	22620
Rhino 500K African	12	936	948
Rhino 69	12	1572	1584
Magnumm XXL 24K Gold	24	3840	3864
Black Bull Extreme	15	10305	10320
Killer Bee	24	1128	1152
Pink Pussycat (gummy)	24	480	504
Rhino 69 (gummy)	24	216	240
Honey 14K	12	84	96
Rhino Platinum 800K	1	492	493
Pink Pussycat Passionfruit	60	37440	37500
New White Samurai X	24	4512	4536
Red Bull Honey	15	5580	5595
Goold Lion Chocolate	24	6240	6264
Fantasy Aphrodisiac Chocolate-Black	24	13128	13152
Pink Pussycat Chocolate	24	6432	6456
MV9 Platinum	24	3240	3264
Leopard Miracle of Honey	12	1440	1452



## Attachment A

Fuel for Passion	12	144	156
Poseidon	12	264	276
Poseidon	12	144	156
Magnum XXL 24K	24	1680	1704
Red Devil	24	1704	1728
Max Fuel	12	900	912
Fantasy Aphrodisiac Chocolate-Purple	24	984	1008
Honey 9000K	12	1164	1176
Pink Pussycat/Gold Lion Combo	48	3024	3072
Kitty Kat	15	915	930
Bangkok	24	4248	4272
Pink Kitty	24	3216	3240
King Lion	24	6180	6204
Blue Bull Honey	15	3585	3600
Blue 6K	24	1560	1584
Royal Honey VIP liquid	12	1080	1092
MV7 Extreme	24	4056	4080
Rhino R7000	24	1416	1440
Magnum XXL 500K	24	1632	1656
Etumax Royal Honey	12	84	96
24K	12	3312	3324
Climax- Blue	24	1800	1824
Magnum XXL 98000	24	3336	3360
Magnum XXL 100K	24	408	432
Gold Lion (gummy)	24	216	240
Love	24	2136	2160
Rhino Platinum 25K	12	300	312
Rhino 7 Platinum 400K	12	120	132
Pink Pussypop	12	252	264

## Attachment A

Gold Lion (gummy)	24	1584	1608
SWAG	24	3264	3288
Stiff Roxxx	12	324	336
Stiff Roxxx Gold	12	276	288
10K	12	888	900
Stiff Rox	24	984	1008
Hard Steel	12	10176	10188
Rhino 69 Honey	15	210	225
Climax- Pink	24	1416	1440
Libigrow	24	1200	1224
MV9 Gold	24	1920	1944
MV7 Platinum	24	2208	2232
MV7 Black	24	1872	1896
Kangaroo	24	576	600
Seductive Kiss	24	3528	3552
Xcaliber	24	1584	1608
Zues Plus	24	2088	2112
Niagra	24	4344	4368
Pink Pussycat	12	120	132
Liquid Titanium	12	96	108
Rhino 69 Platinum 100K	12	180	192
Rhino 69 Platinum 250K	12	432	444
Immoral 69	24	1008	1032
Hard Steel Honey	5	895	900
Blue Bull	12	708	720
Red Bull	12	180	192
Honeygizer	24	120	144
Samurai X Honey 6800	20	1060	1080
Leopard Miracle of Honey	12	708	720
14K Gold	12	1044	1056
SWAG Honey	12	2724	2736
Rollies Premium Honey	12	2700	2712

## Attachment A

Wicked Hard	12	2136	2148
Sativa stud Honey	12	240	252
Queen Bee Bumbleberries	24	696	720
Stiff Rox Honey	12	840	852
Epimedyumlu Macun	2	31	33
Stiff Rox	12	276	288
Liquid Gold Very Berry	12	324	336
Royal Honey	12	11316	11328
WAP Watermelon Honey	24	12192	12216
Rhino 69 100K	12	96	108
Helms Honey	0	96	96
Get Rhino 500K Platinum	0	9	9
Royal Honey	0	17	17